



KRONICK  
MOSKOVITZ  
TIEDEMANN  
& GIRARD

**A PROFESSIONAL CORPORATION**

Attorneys at Law

**AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement") is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("Kronick") and City of Upland ("Client") as of the date last set forth herein.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

**1. SCOPE OF AGREEMENT**

Client retains Kronick to provide legal services to Client in connection with counsel on water supply, sewer, utilities and other matters by mutual agreement only.

**2. DUTIES OF KRONICK AND CLIENT**

**(a) Kronick Duties**

Kronick shall provide those legal services reasonably required to represent Client in the matter described above. Kronick shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within Kronick, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

Kronick may, with Client's prior consent, select and hire attorneys, investigators, consultants and experts to assist in the preparation and presentation. While any such persons will report exclusively to Kronick to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by Client.

Kronick will provide at the client's request a copy of this Agreement and this Agreement shall be considered as a confidential document to the extent permitted by applicable law. Kronick is not obligated to perform any services for Client until Kronick has received a signed original or copy of this Agreement for Legal Services from Client.

**(b) Client's Duties**

Client shall be truthful with Kronick, cooperate with Kronick, keep Kronick informed of developments related to the subject matter for which Client has engaged Kronick, perform the obligations Client has agreed to perform under this Agreement, pay invoices from Kronick in a timely manner, and keep Kronick apprised of his, her, or its address, telephone number, and whereabouts.

**3. BILLING RATES**

Client agrees to pay for legal services at the rates set forth in the Schedule of Rates below. Kronick's fees will be calculated based on those hourly rates, billed in increments of 1/10th hour for the legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to an automatic adjustment at the beginning of each calendar year, as set forth in the Schedule of Rates

Kronick will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

#### KRONICK'S STANDARD SCHEDULE OF RATES

Shareholders/Of Counsel/Senior Counsel	\$325-\$425
Senior Associates	\$250-\$350
Associate Attorneys	\$225-\$325
Paralegals	\$100-\$190
Law Clerk/Document Clerk	\$100-\$190
Eric N. Robinson	\$400
Carissa M. Beecham	\$365
Jenifer N. Ryan	\$330
Kathleen F. Leuschen	\$300

Our rates increase by the Urban Wage Earners and Clerical Workers for San Francisco Consumer Price Index ("CPI"), for the most recent 12-month period available and will be capped at 5% but rounded up or down to the nearest \$5 per hour. Should application of the CPI result in a lower fee than those being charged at the time of adjustment, Kronick's fees would remain unchanged for that year.

Expenses, including photocopying/printing and delivery charges and for any mileage, will also be billed. A detailed schedule of these expenses can be provided upon request. Kronick's usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys, paralegals and clerks whose time is being billed. However, we have a highly sophisticated and flexible billing system, which can produce invoices specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect.

#### 4. COSTS AND EXPENSES

Whenever practical, Client shall directly pay for major costs and expenses in addition to Kronick's fees, either by advancing such costs or expenses to Kronick, or by paying third parties directly. Upon demand, Client shall advance funds to Kronick or directly pay third parties, as specified by Kronick.

In all other cases, Client shall reimburse Kronick for all costs and expenses incurred by Kronick, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court and deposition reporters' fees, jury fees, witness fees, messenger and other delivery fees, postage, printing/photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, mediator fees, arbitrator fees, special master fees and other costs and expenses.

Kronick shall itemize all costs incurred on each periodic invoice.

#### 5. INVOICES AND PAYMENTS

Kronick shall send Client an invoice for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's invoice. Client shall pay invoices from Kronick within thirty (30) days after each invoice's date.

Kronick's invoices shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of Kronick's fees. The invoices will also clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all invoices provided by Kronick and to promptly communicate any objections, questions or concerns about their contents.

## **6. DISCLAIMER OF GUARANTEE OR TAX ADVICE**

By signing this Agreement, Client acknowledges that Kronick has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee. Unless expressly set forth in Section 1 of this Agreement, Kronick has not been retained to provide, and will not provide any tax advice to Client.

## **7. DISCHARGE AND WITHDRAWAL**

Client may discharge Kronick at any time upon written notice to Kronick. Kronick may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, (c) if no court action is pending, for good cause upon reasonable notice to Client or (d) as otherwise permitted by the California Rules of Professional Conduct or other applicable law. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Kronick or to follow Kronick's advice of a material matter, or any other fact or circumstance that would render Kronick's continuing representation unlawful or unethical.

If a court action, arbitration or other judicial proceeding is pending, Client shall promptly deliver to Kronick a signed substitution of counsel form at Kronick's request.

## **8. LEGAL ACTION UPON DEFAULT**

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, Kronick may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due. Client agrees to pay interest at the rate of ten percent (10%) per annum from the date of default. Client shall be in default if it fails to pay any invoice within 30 days of the date on the invoice.

Client and Kronick agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Sacramento. Client and Kronick consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

## **9. ARBITRATION OF FEE DISPUTE**

If a dispute arises between Kronick and Client regarding attorneys' fees or costs under this Agreement and Kronick files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206.

## **10. COMPLETION OF SERVICES**

Upon the completion of Kronick's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

## **11. CLIENT FILES**

At Client's request, upon termination of services under this Agreement, Kronick will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements) ("Client Files"). Client may also request in writing that Kronick transfer the Client Files to a third party. Kronick will release the Client Files and make them available for pick-up locally. If needed, transportation or delivery of the Client Files to another location will be arranged by the Client, who will bear the transportation costs in their entirety. Kronick is authorized to make a copy of the Client Files prior to their release for Kronick's use.

## 12. DESTRUCTION OF CLIENT FILE

If Client does not request the return of the Client Files, Kronick will retain the Client Files for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, Kronick may have the Client Files destroyed.

## 13. INSURANCE

Client is hereby informed that Kronick maintains at all times insurance coverage including but not limited to errors and omissions, umbrella, workers' compensation and general liability.

## 14. AGREEMENT MODIFICATION AND INTERPRETATION

This Agreement contains the entire agreement of the Parties. This Agreement may be modified only by a written instrument signed by both parties. This Agreement shall be interpreted according to the laws of the State of California, without regard to its choice of law provisions. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of this Agreement will be severable and shall remain in effect.

## 15. CLIENT BILLING AND CONTACT INFORMATION

Client Contact Name: Braden Yu, Public Works Director  
Client Contact Address: 460 N. Euclid Ave  
Upland CA 91786  
Client Contact Email: byu@uplandca.gov  
Client Contact Phone Number: 909-291-2937  
Send Invoices by: ☐ Email ☐ US Mail ☒ Both

Client shall promptly notify Kronick in writing of any changes to the above information.

I understand and accept the foregoing terms, and am authorized to execute this Agreement.

Date: 9-21-22

  
\_\_\_\_\_  
Michael Blay, City Manager  
City of Upland

Date: September 14, 2022

  
\_\_\_\_\_  
Eric N. Robinson  
Kronick, Moskovitz, Tiedemann & Girard